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1990-91 HUDSON COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1990-91 Hudson County Principal Probation Officers' Collective Agreement

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ARTICLE I - AGREEMENT

This Agreement entered into this day of , 1990 by and between the Assignment Judge of the Superior Court of Hudson County, New Jersey (hereinafter referred to as the "Judge") and the Hudson County Principal Probation Officers' Association (hereinafter referred to as the "Association").

ARTICLE II - RECOGNITION

The Judge hereby recognizes the Association as the sole and exclusive representative of the Principal Probation Officers (heretofore referred to as principal probation officers unless a specific distinction is made), to negotiate matters relating to salaries and terms, and conditions of employment.

ARTICLE III - SALARIES

Section 1

Effective January 1, 1990, and retroactive to that date, salary ranges for principal probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$31,000	\$45,032
Principal Probation Officer I	42,297	47,622

Section 2

Effective January 1, 1990 and retroactive to that date, each principal probation officer shall receive a base salary increase of six percent (6%) which shall be added to his/her December 31, 1989 base salary. After the application of the six percent (6%) increase, effective January 1, 1990, and retroactive to that date, each principal probation officer shall receive a special judicial salary increase of one-thousand dollars (\$1000) which is to be added to his/her base salary.

Section 3

Effective January 1, 1991, salary ranges for principal probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$33,000	\$48,734
Principal Probation Officer I	46,835	52,479

Section 4

Effective January 1, 1991, each principal probation officer shall receive a base salary increase of six percent (6%) which shall be added to his/her December 31, 1990 base salary.

ARTICLE III - SALARIES (Continued)

After the application of the six percent (6%) increase, effective January 1, 1991, each principal probation officer II shall receive a special judicial salary increase of one-thousand dollars (\$1000) which is to be added to his/her base salary.

After the application of the six percent (6%) increase, effective January 1, 1991, each principal probation officer I shall receive a special judicial salary increase of two thousand dollars (\$2000) which is to be added to his/her base salary.

ARTICLE IV - AUTOMOBILE ALLOWANCE

Section 1

As authorized by N.J.S.A. 2A:168-8, a principal probation officer when designated by the Chief Probation Officer to use his/her private vehicle on Probation Department business shall be reimbursed at the prevailing county rate of 18¢ per mile. If during the term of this Agreement, the County increases the mileage rate above 18¢, the principal probation officers will automatically receive the same rate.

Section 2

Each principal probation officer shall be reimbursed for all tolls and parking fees incurred while performing field duties, however, no reimbursement for parking fees shall be paid to an officer while he/she is working at their normal office location.

Section 3

Principal probation officers authorized to use their private vehicle shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer on forms provided to them for this purpose.

Section 4

During the period of this Agreement, the Assignment Judge will look into the feasibility of obtaining parking spaces for principal probation officers at their normal office location.

Section 5

A principal probation officer shall not be required to transport a probationer in his/her own vehicle.

ARTICLE V - MEAL ALLOWANCE

Effective upon the signing of this Agreement, principal probation officers who are required to remain on duty through the supper hour of 6:00 p.m. shall be entitled to receive a meal allowance of \$7.00 in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE VI - LONGEVITY

Principal probation officers shall receive longevity payments as are granted to Hudson County employees generally. Currently those payments are as follows:

5 years to 10 years service - \$200 annually
10 years to 15 years service - \$400 annually
15 years to 20 years service - \$600 annually
20 years to 25 years service - \$800 annually
25 years or more - \$1,000 annually

If during the period covered by this Agreement, the County grants to its employees generally any increase in longevity payments, such increase shall simultaneously be awarded to principal probation officers.

ARTICLE VII - PROMOTIONAL INCREASE

Upon promotion to Principal Probation Officer II, a Senior Probation Officer shall receive a salary increase of 5% of his/her base salary or the new minimum for the position being promoted to, whichever is greater.

Upon promotion to Principal Probation Officer I, a Principal Probation Officer II shall receive a salary increase of 5% of his/her base salary or the new minimum for the position being promoted to, whichever is greater.

ARTICLE VIII - HOLIDAYS

Section 1

Principal Probation Officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....New Year's Day
3rd Monday in January.....Martin Luther King's Birthday
February 12th.....Lincoln's Birthday
3rd Monday in February.....Washington's Birthday
Last Monday in May.....Memorial Day
July 4th.....Independence Day
1st Monday in September.....Labor Day
2nd Monday in October.....Columbus Day
November 11th.....Armistice or Veteran's Day
4th Thursday in November.....Thanksgiving Day
December 25th.....Christmas Day
Good Friday and Election Day

Section 2

If any Principal Probation Officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

ARTICLE VIII - HOLIDAYS (Continued)

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday the preceding Friday shall be observed as the holiday.

ARTICLE IX - VACATION

Pursuant to R. 1:30-5(b) Principal Probation Officers shall receive the same leave credits as are provided generally to employees of the County. Presently, Principal Probation Officers are entitled to the following types of leave credits:

Section 1 - Vacation Leave

- (a) Officers who were employed in the department during the year 1978, shall receive vacation credits in accordance with the following schedule:

After 1 year.....15 days
Beginning with the 16th calendar
year through the 24th year.....20 days
After 25 years of service.....25 days
After 26 years of service.....26 days
After 27 years of service.....27 days
After 28 years of service.....28 days
After 29 years of service.....29 days
After 30 years of service.....30 days

- (b) Officers hired on or after January 1, 1979, shall receive vacation credits in accordance with the following schedule:

During first year..... 1 day per month
Beginning with the 2nd calendar year
through the 5th year..... 12 days
Beginning with the 6th calendar year
through the 15th year..... 15 days
Beginning with the 16th calendar year
through the 24th year..... 20 days
After 25 years of service..... 25 days
After 26 years of service..... 26 days
After 27 years of service..... 27 days
After 28 years of service..... 28 days
After 29 years of service..... 29 days
After 30 years of service..... 30 days

Section 2 - Vacation Pay

Principal Probation Officers will be entitled to vacation pay prior to going on vacation, but must give the Chief Probation Officer a minimum of two (2) weeks notice to get vacation pay in advance.

ARTICLE X - BEREAVEMENT LEAVE

Section 1

Three (3) days leave with pay shall be allowed when a death occurs in an employee's immediate family. Immediate family includes mother, father, husband, wife, son, daughter, sister, brother, aunt, uncle, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

Section 2

Matters of special circumstances involving proper identification of the immediate family or involving an extension of time with or without pay shall be at the sole discretion of the Judiciary.

ARTICLE XI - SICK LEAVE

Section 1

Each Principal Probation Officer shall receive sick leave credits on the basis of fifteen (15) working days for each calendar year. Sick days not taken by an officer in any one year shall then accumulate from year to year without limit.

Section 2

Upon retirement each employee shall receive the equivalent of one (1) day's pay for each three (3) days of accumulated and unused sick leave up to a maximum of \$5,000. If the County offers its employees generally a change in the terms of this benefit, the same terms shall be afforded members of the unit.

ARTICLE XII - SENIORITY

Section 1

Seniority (i.e., time in service) shall be used to determine the choice and scheduling of vacation periods, provided such consideration does not disrupt the operations of the Probation Department.

Section 2

Seniority shall be given consideration as one of several factors to be used by the Chief Probation Officer in the selection of officers to fill available duty assignments.

ARTICLE XIII - HEALTH AND WELFARE BENEFITS

Section 1

Principal Probation Officers shall continue to be provided with all health and welfare benefits granted to Hudson County employees generally. The benefits include, but are not limited to the following:

1. Standard Hospital and Medical Insurance Plan
2. Prescription Drug Program
3. Basic Dental Program
4. Life Insurance Policy (\$5,000)
5. A Disability Program as provided to employees of Hudson County
6. Medical Coverage for employees who retire after 25 years of continuous service

Section 2

If during the period of this Agreement, the County increases the aforementioned benefits for county employees generally, they shall simultaneously be applied to the Principal Probation Officers.

ARTICLE XIV - ANNUAL SICK LEAVE BONUS

Section 1

The sum of one hundred dollars (\$100), less taxes, shall be paid to each employee on the last regular pay date in December who has used five (5) days or less sick days during the preceding twelve (12) month period including December.

ARTICLE XV - PERSONAL DAYS

Section 1

Each employee with more than four (4) years of service as a probation officer shall receive three (3) days of personal leave with pay.

Section 2

Requests for personal days shall be made in writing by the employee to his/her immediate supervisor at least twenty-four (24) hours in advance of the date(s) requested. Approval by the supervisor shall be in writing prior to the requested date(s). In the event of an emergency, the request may be made and approval may be granted verbally.

Section 3

Personal days must be used within the calendar year in which such days are earned. Personal days shall not accrue from year to year.

ARTICLE XVI - INSURANCE REVIEW

There shall be established a county-wide Insurance Review Committee. The Association shall designate one (1) member and one (1) alternate to this committee, the purpose of which shall be to review the possibility of changing health and medical insurance during the term of this Agreement.

ARTICLE XVII - POLICY ON NEW JERSEY DEPARTMENT OF PERSONNEL

The administrative and procedural provisions and controls of the New Jersey Department of Personnel and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court Rules and Policies governing administration of the Courts.

ARTICLE XVIII - SEVERABILITY

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts), conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the term(s) so severed.

ARTICLE XIX - GRIEVANCE PROCEDURE

The parties agree that a complaint or grievance of any Principal Probation Officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in the law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the officer's immediate supervisor within fifteen (15) days from the date upon which the grievant or the Association should reasonably have known that an alleged violation had occurred, or within fifteen (15) days of the date of the occurrence. The supervisor shall make an effort to resolve the problem within a reasonable period of time within three (3) working days if possible. The time limit in this step may be extended by mutual consent.

ARTICLE XIX - GRIEVANCE PROCEDURE (Continued)

Step 2

If not resolved at Step 1, the grievance shall be submitted to the Chief Probation Officer, with a copy to the Trial Court Administrator, within fifteen (15) days of the receipt of the response to Step 1 above. The Chief Probation Officer shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he/she may request within fifteen (15) days of the receipt of the response to Step 2 above to utilize one of the following two (2) options:

- (a) The officer may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Merit Review Board agrees to hear the case, or
- (b) The officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and rendered with reasonable promptness. The Judge may designate any Court employee other than the Chief Probation Officer, or a representative who is not an employee of the Courts, to hear and make recommendations to them for disposition.

All grievance and complaints that are related to judicial policy and/or authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:33-4, and any other applicable Statute or Court Rule, shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated to represent him or her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

ARTICLE XX - LEGAL REPRESENTATION

For any criminal or civil proceedings arising out of an officer's legal performance of duties, the County will either reimburse the officer for legal representation with the Employer setting a reasonable maximum hourly fee, or if the officer wishes, the officer may elect to have the County supply legal representation.

ARTICLE XXI - TEMPORARY TWENTY-FOUR (24) HOUR ADDITIONAL DUTY STIPEND

Effective upon the signing of this Agreement, probation officers assigned twenty-four (24) hour "on-call" as directed by the Vicinage Chief Probation Officer or his designee, shall be compensated at the rate of \$100 for each week of duty assigned.

ARTICLE XXII - EDUCATIONAL AWARDS

Section 1

Principal probation officers who have, or who shall hereafter obtain, a Master's Degree or a Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration, or a field of study related to probation as determined by the Vicinage Chief Probation Officer and approved by the Judge, shall be entitled to an annual award of \$800 effective January 1, 1990 and retroactive to that date. This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is submitted evidence of such attainment to the Vicinage Chief Probation Officer.

Section 2

The decision of the Vicinage Chief Probation Officer and the Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

XXIII - CONCLUSIVENESS OF AGREEMENT

This Agreement constitutes the final and complete understanding between the parties on all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXIV - DURATION OF AGREEMENT

Section 1

The provisions of this Agreement, unless otherwise noted, shall be retroactive to January 1, 1990, and shall remain in full force and effect until December 31, 1991. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures this 13th day of June 1990.

FOR THE JUDICIARY



FOR THE ASSOCIATION

Michael C. Byrne
